ing the lower court, substantial damages were recoverable. Two justices dissented. *Nickerson* v. *Hodges*, (La., 1920), 84 So. 37.

The Civil Code of Louisiana provides (MERRICK'S REV. C. C. [2d ed.], Art. 2315), "Every act whatever of man that causes damage to another obliges him by whose fault it happened to repair it," etc. Though not expressly referred to by the court, the decision undoubtedly is based on this provision, the substance of which is taken from CODE NAPOLEON, 1382. The note commenting upon *Janvier* v. *Sweeney*, [1919] 2 K. B. 316, in 18 MICH. L. REV. 332, discusses a somewhat closely related problem in the common law. Whether there was independently a cause of action upon which an award of damages for mental suffering might be based, and whether the mental shock resulted in physical derangement, questions on which such cases seem to turn in common law jurisdictions, do not bother a court proceeding under provisions such as are found in the CODE NAPOLEON and the Louisiana Code.

VENDOR AND PURCHASER—AGREEMENT FOR PAYMENT IN LIBERTY BONDS.—Plaintiff agreed to convey to defendants a certain piece of property upon payment of $42,500, payable one-half in cash and one-half in Liberty Bonds. The difference between the par value and the market value of these bonds (which had fallen below par) on the day of payment was more than $500. Defendants paid $21,250 par value of bonds; and plaintiff seeks to recover this alleged balance of $500 due on the contract. *Held*, buyer was required merely to deliver Liberty Bonds of face value of such amount, and not of the market value thereof. *Nelson* v. *Rhem* (N. Car., 1920), 102 S. E. 395.

In view of the large number of contracts involving payment in Liberty Bonds that are being entered into, and that will undoubtedly continue to be negotiated as long as these bonds remain in general circulation, this case is peculiarly interesting to the profession as well as to the man of business. This decision appears to be the only sound one that could be reached in such a case,—the parties have agreed upon payment in this particular medium (depreciated paper, which can be counted by dollars), and they must abide by their contract, whether the value of this designated medium fluctuates one way or the other. It was agreed that 21,250 *Liberty Bond dollars* should be the payment, and the vendor must accept them in full payment, even though they have fallen below par. *Kenney* v. *Effinger*, 115 U. S. 577. Upon default by vendee to tender these bonds, the vendor would only have been entitled to that sum in legal tender which would be equal to the market value, and not the nominal value, of these $21,250 of Liberty Bonds. *Robinson* v. *Noble*, 8 Peters 181; *Thompson* v. *Riggs*, 5 Wall. 663; *Myers* v. *Kaufman*, 37 Ga. 600; *Williamson* v. *McGinnis*, 11 B. Mon. (Ky.), 74.

WATERS—DIVISION OF ACCRETION BETWEEN RIPARIAN OWNERS.—The plaintiff and defendant are owners of ocean shore lots conveyed with reference to a survey and plat. A street separates the two lots. The suit is to quiet title to a strip of land formed by accretion along their front. *Held*, that the *locus in quo* is properly divisible by extending the boundary lines

of the respective lots to the high water line. *Nirdlinger* v. *Stevens* (D. C., N. J., 1919), 262 Fed. 591.

The courts are agreed that no absolute rule can be laid down for the division of lands formed by accretion and that each case must depend upon its own circumstances. *Pittsburg & L. A. Iron Co.* v. *Lake Sup. Iron Co.*, 118 Mich. 109; *Gordon* v. *Rice*, 153 Mo. 676. The principles governing the division of accretions are applicable to cases concerning the division of water fronts, tide flats, coves, and the dry beds of inland lakes, and several of the cases cited below involve such situations. The following cases illustrate rules which courts have applied in order to effect an equitable division of such land. The boundary lines of the upland do not determine the side lines of the new land. *Curtis* v. *Francis*, 9 Cush. 427; *Kehr* v. *Snyder*, 114 Ill. 313. But they may be followed if by so doing each owner will retain a proportional share of the water front and accretion. *Gorton* v. *Rice*, *supra*. It is frequently said that each owner's share of the new frontaage shall be proportional to the frontage on the old shore lines, and the boundary drawn accordingly. *Deerfield* v. *Arms*, 17 Pick. 41; *Bachelder* v. *Keniston*, 51 N. H. 496; *Berry* v. *Hoogendoorn*, 133 Ia. 437; *Malone* v. *Mobbs*, 102 Ark. 542. Other courts have held that the boundary line shall be at right angles to the water line, or, if on a river, to a line following the current in the main channel. *Miller* v. *Hepburn*, 8 Bush. 326; *Wood* v. *Appal*, 63 Pa. 210; *Clark* v. *Campau*, 19 Mich. 325; *Reichert* v. *Ellis Co.*, 211 S. W. 403; *Thornton* v. *Grant*, 10 R. I. 477. In other cases the dividing line is drawn at right angles to a base line (which may be straight or in conformity to the shore) drawn across the mouth of the cove or bay), or, in other cases, across the corners of the lots to which the accretion has formed. *Rust* v. *Boston Mill Corp.*, 6 Pick. 158; *Northern Pine Land Co.* v. *Bigelow & Co.*, 84 Wis. 157; *Emerson* v. *Taylor*, 9 Me. 42. In still other cases where the land involved is the bed of an inland lake the division is made by drawing the boundary line at right angles to a line drawn through the center of the lake on its longest diameter. *Calkins* v. *Hart*, 113 N. E. 785. None of these rules is inflexible and variations of them have been resorted to where they would result in an inequitable division. *Stuart* v. *Greanyea*, 154 Mich. 132; *Emerson* v. *Taylor*, *supra*. In the principal case no attempt is made to formulate a general rule, but the division is made in such a manner as to give each owner a share of the new land in proportion to his share of the upland and a corresponding frontage on the ocean. In addition, the decree protects from confusion many titles to property near the *locus in quo* which were acquired with reference to the street system. See notes in 21 L. R. A. 776; 25 L. R. A. (N. S.), 257; Ann Cas. 1914 A 479.

WILLS—CONSTRUCTION—INTENT OF TESTATOR—RIGHT OF CHILDREN OF DECEASED LEGATEE.—Testator directed that the residue of his estate, both real and personal, should be divided into three equal shares, two of which should be given to two of his brothers and the remaining share to the child of a deceased brother, and appointed the legatees as executors. *Held*, that